

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

**TQ DELTA, LLC,
Plaintiff,**

v.

**COMMSCOPE HOLDING COMPANY,
INC., COMMSCOPE INC., ARRIS US
HOLDINGS, INC., ARRIS SOLUTIONS,
INC., ARRIS TECHNOLOGY, INC., and
ARRIS ENTERPRISES, LLC,
Defendants.**

JURY TRIAL DEMANDED

Civil Action 2:21-cv-310-JRG

**DECLARATION OF PETER J. MCANDREWS IN SUPPORT OF PLAINTIFF TQ
DELTA, LLC'S CALCULATION OF PREJUDGMENT INTEREST**

I, PETER J. MCANDREWS, declare under penalty of perjury under the laws of the State of Utah and the United States as follows:

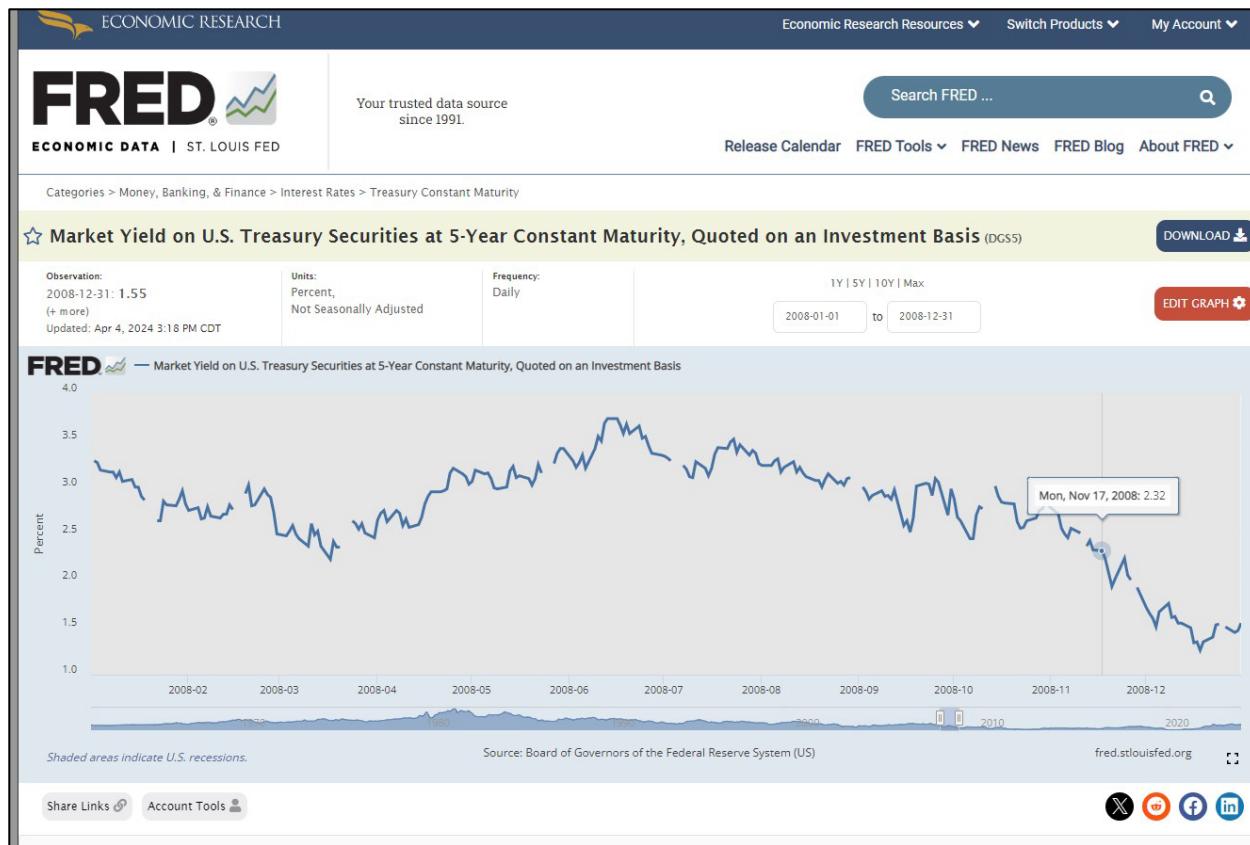
1. On May 3, 2023, this Court entered Final Judgment in Plaintiff TQ Delta, LLC's ("Judgment Creditor" or "Plaintiff") favor against Defendants CommScope Holding Company, Inc., CommScope, Inc., Arris US Holdings, Inc., Arris Solutions, Inc., Arris Technology, Inc., and Arris Enterprises, LLC, (collectively, "Defendants" or "Judgment Debtor") in the amount of \$11,125,000.00 U.S. Dollars as a reasonable royalty for Defendants' infringement, to be paid in a onetime lump sum. (Dkt. No. 513). TQ Delta was also awarded costs, prejudgment interest, and post-judgment interest. *Id.* at 3. On May 31, 2023, pursuant to Plaintiff's Notice Regarding Agreed Bill of Costs (Dkt. No. 524), the Court ordered that Plaintiff shall recover from Defendants costs in the amount of \$246,208.25. (Dkt. No. 535).

2. I am an attorney for the law firm of McAndrews, Held & Malloy, Ltd, and am counsel of record for the Plaintiff and Judgment Creditor, TQ Delta.

3. In the Final Judgment, the Court also awarded “pre-judgment interest applicable to all sums awarded herein, calculated at the 5-year U.S. Treasury Bill rate, compounded quarterly, from the date of infringement through the date of entry of this Judgment.” (Dkt. No. 513, at 3).

4. The date of first infringement is November 18, 2008. This is the date of first infringement because the jury found infringement of Claim 17 of the U.S. Patent No. 7,453,881 (the “‘881 Patent”), which issued on November 18, 2018, and is the first issued patent of the seven asserted patents. (Dkt. No. 513). Also, Defendants’ damages expert, Stephen Becker, Ph.D., testified at trial that the date of the hypothetical negotiation was in November of 2008. *See Exhibit A-2, Trial Transcript Vol. 5, March 23, 2023, at 76:19-77:1 (“Q. And when -- when does this hypothetical negotiation occur? A. So as I said, it’s -- we’re putting these parties at the table back when the -- right before they would need a license. And in this case **the facts indicate that that would be in November of 2008. The first of these seven patents issued in November of 2008, and so that’s what sort of triggers the need for a negotiation.”**)* (emphasis added).

5. In the attached Exhibit A-1, I have calculated prejudgment interest as specified in the Court’s Final Judgment. As a starting point, I used the damages award of \$11,125,000.00 U.S. Dollars that the jury found to be a reasonable royalty for Defendants’ infringement. For each year, I use the prejudgment interest rate to be applied to the damages award of \$11,125,000.00 based on the 5-year U.S. Treasury Bill rate and calculate the amount of interest due for that year based on quarterly compounding of interest. The 5-year U.S. Treasury Bill rate that I used was 2.32%, which is sourced from the St. Louis Federal Reserve website (see screenshots below) at <https://fred.stlouisfed.org/series/DGS5> (accessed April 5, 2024)



The data as downloaded from that website (highlighted) shows the 5-year U.S. Treasury Bill rate as of November 17, 2008 close was 2.32%.

FRED Graph Observations	
Federal Reserve Economic Data	
Link: https://fred.stlouisfed.org	
Help: https://fredhelp.stlouisfed.org	
Economic Research Division	
Federal Reserve Bank of St. Louis	
DGS5	Market Yield on U.S. Treasury Securities at 5-Year Constant Maturity, Quoted on an Investment Basis, Percent, Daily, Not Seasonally Adjusted
Frequency: Daily	
observation_date	DGS5
2008-01-02	3.28
2008-01-03	3.26
2008-01-04	3.18
2008-01-07	3.16
2008-01-08	3.16
2008-01-09	3.10
2008-11-13	2.43
2008-11-14	2.33
2008-11-17	2.32
2008-11-18	2.22
2008-11-19	2.08
2008-11-20	1.94
2008-11-21	2.02
2008-11-24	2.24

6. The total amount of prejudgment interest through May 2, 2023 on the compensatory damages award of \$11,125,000.00 is \$4,417,597.25.

Respectfully submitted and affirmed this 10th day of May, 2024, at Park City, Utah by:

Respectfully submitted,

By: /s/ Peter J. McAndrews

Peter J. McAndrews
(*Pro hac vice*)
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**ATTORNEYS FOR PLAINTIFF
TQ DELTA, LLC**

Exhibit A-1

TQ DELTA'S PREJUDGMENT INTEREST CALCULATIONS

May 10, 2024

SUMMARY

Date of Final Judgment (Dkt. No. 513)	5/3/23
Judgment Amount Due as of 5/3/2023	\$15,788,805.50
Total Amount that Should Be Deposited in the Registry	\$18,946,816.60
Amount of Second Deposit	\$7,575,608.35
Pre-Judgment Interest Rate (5-year U.S. Treasury Bill rate (as of 11/17/2018))	2.32%
Damages Award (Dkt No. 513)	\$11,125,000.00
Start Date (Date of First Infringement)	11/18/08
Start Quarter (1,2,3,4)	4
Quarter to Start Accrual (Adjusted to 11/18/08)	10/1/2008

PREJUDGMENT INTEREST

Quarter Start Date	5Yr T-Bill Yield	BOP Balance	Start Amount	Quarterly Interest	EOP Balance
10/1/08	2.32%	\$0.00	\$11,125,000.00	\$30,158.42	\$11,155,158.42
1/1/09	2.32%	\$11,155,158.42	\$0.00	\$64,699.92	\$11,219,858.34
4/1/09	2.32%	\$11,219,858.34	\$0.00	\$65,075.18	\$11,284,933.52
7/1/09	2.32%	\$11,284,933.52	\$0.00	\$65,452.61	\$11,350,386.14
10/1/09	2.32%	\$11,350,386.14	\$0.00	\$65,832.24	\$11,416,218.38
1/1/10	2.32%	\$11,416,218.38	\$0.00	\$66,214.07	\$11,482,432.44
4/1/10	2.32%	\$11,482,432.44	\$0.00	\$66,598.11	\$11,549,030.55
7/1/10	2.32%	\$11,549,030.55	\$0.00	\$66,984.38	\$11,616,014.93
10/1/10	2.32%	\$11,616,014.93	\$0.00	\$67,372.89	\$11,683,387.81
1/1/11	2.32%	\$11,683,387.81	\$0.00	\$67,763.65	\$11,751,151.46
4/1/11	2.32%	\$11,751,151.46	\$0.00	\$68,156.68	\$11,819,308.14
7/1/11	2.32%	\$11,819,308.14	\$0.00	\$68,551.99	\$11,887,860.13
10/1/11	2.32%	\$11,887,860.13	\$0.00	\$68,949.59	\$11,956,809.72
1/1/12	2.32%	\$11,956,809.72	\$0.00	\$69,349.50	\$12,026,159.21
4/1/12	2.32%	\$12,026,159.21	\$0.00	\$69,751.72	\$12,095,910.94
7/1/12	2.32%	\$12,095,910.94	\$0.00	\$70,156.28	\$12,166,067.22
10/1/12	2.32%	\$12,166,067.22	\$0.00	\$70,563.19	\$12,236,630.41
1/1/13	2.32%	\$12,236,630.41	\$0.00	\$70,972.46	\$12,307,602.87
4/1/13	2.32%	\$12,307,602.87	\$0.00	\$71,384.10	\$12,379,986.96
7/1/13	2.32%	\$12,378,986.96	\$0.00	\$71,798.12	\$12,450,785.09
10/1/13	2.32%	\$12,450,785.09	\$0.00	\$72,214.55	\$12,522,999.64
1/1/14	2.32%	\$12,522,999.64	\$0.00	\$72,633.40	\$12,595,633.04
4/1/14	2.32%	\$12,595,633.04	\$0.00	\$73,054.67	\$12,668,687.71
7/1/14	2.32%	\$12,668,687.71	\$0.00	\$73,478.39	\$12,742,166.10
10/1/14	2.32%	\$12,742,166.10	\$0.00	\$73,904.56	\$12,816,070.66
1/1/15	2.32%	\$12,816,070.66	\$0.00	\$74,333.21	\$12,890,403.87
4/1/15	2.32%	\$12,890,403.87	\$0.00	\$74,764.34	\$12,965,168.22
7/1/15	2.32%	\$12,965,168.22	\$0.00	\$75,197.98	\$13,040,366.19
10/1/15	2.32%	\$13,040,366.19	\$0.00	\$75,634.12	\$13,116,000.31
1/1/16	2.32%	\$13,116,000.31	\$0.00	\$76,072.80	\$13,192,073.12
4/1/16	2.32%	\$13,192,073.12	\$0.00	\$76,514.02	\$13,268,587.14
7/1/16	2.32%	\$13,268,587.14	\$0.00	\$76,957.81	\$13,345,544.95
10/1/16	2.32%	\$13,345,544.95	\$0.00	\$77,404.16	\$13,422,949.11
1/1/17	2.32%	\$13,422,949.11	\$0.00	\$77,853.10	\$13,500,802.21
4/1/17	2.32%	\$13,500,802.21	\$0.00	\$78,304.65	\$13,579,106.86
7/1/17	2.32%	\$13,579,106.86	\$0.00	\$78,758.82	\$13,657,865.68
10/1/17	2.32%	\$13,657,865.68	\$0.00	\$79,215.62	\$13,737,081.31
1/1/18	2.32%	\$13,737,081.31	\$0.00	\$79,675.07	\$13,816,756.38
4/1/18	2.32%	\$13,816,756.38	\$0.00	\$80,137.19	\$13,896,893.56
7/1/18	2.32%	\$13,896,893.56	\$0.00	\$80,601.98	\$13,977,495.55
10/1/18	2.32%	\$13,977,495.55	\$0.00	\$81,069.47	\$14,058,565.02
1/1/19	2.32%	\$14,058,565.02	\$0.00	\$81,539.68	\$14,140,104.70
4/1/19	2.32%	\$14,140,104.70	\$0.00	\$82,012.61	\$14,222,117.31
7/1/19	2.32%	\$14,222,117.31	\$0.00	\$82,488.28	\$14,304,605.59
10/1/19	2.32%	\$14,304,605.59	\$0.00	\$82,966.71	\$14,387,572.30
1/1/20	2.32%	\$14,387,572.30	\$0.00	\$83,447.92	\$14,471,020.22
4/1/20	2.32%	\$14,471,020.22	\$0.00	\$83,931.92	\$14,554,952.13
7/1/20	2.32%	\$14,554,952.13	\$0.00	\$84,418.72	\$14,639,370.86
10/1/20	2.32%	\$14,639,370.86	\$0.00	\$84,908.35	\$14,724,279.21
1/1/21	2.32%	\$14,724,279.21	\$0.00	\$85,400.82	\$14,809,680.03
4/1/21	2.32%	\$14,809,680.03	\$0.00	\$85,896.14	\$14,895,576.17
7/1/21	2.32%	\$14,895,576.17	\$0.00	\$86,394.34	\$14,981,970.51
10/1/21	2.32%	\$14,981,970.51	\$0.00	\$86,895.43	\$15,068,865.94

1/1/22	2.32%	\$15,068,865.94	\$0.00	\$87,399.42	\$15,156,265.36
4/1/22	2.32%	\$15,156,265.36	\$0.00	\$87,906.34	\$15,244,171.70
7/1/22	2.32%	\$15,244,171.70	\$0.00	\$88,416.20	\$15,332,587.90
10/1/22	2.32%	\$15,332,587.90	\$0.00	\$88,929.01	\$15,421,516.91
1/1/23	2.32%	\$15,421,516.91	\$0.00	\$89,444.80	\$15,510,961.71
Through 5/2/2023	2.32%	\$15,510,961.71	\$0.00	\$31,635.54	\$15,542,597.25
			Prejudgment Interest		\$4,417,597.25

Amount of Judgment as of 5/3/2023 (Date of Final Judgment)

Damages Award (Dkt No. 513)	\$11,125,000.00
Total Prejudgment Interest (11/18/2008 - 5/2/2023)	\$4,417,597.25
Bill of Costs (Dkt. No. 535)	\$246,208.25
Amount of Judgment Due as of 5/3/2023	\$15,788,805.50

Total Amount that Should Be Deposited into the Court's Registry

Amount of the Judgment as of 5/3/2023	\$15,788,805.50
20% of the Amount of the Judgment per L.R. CV-62	\$3,157,761.10
"To cover costs" per L.R. CV-62	\$250.00
Total Amount that Should Be Deposited in the Registry	\$18,946,816.60

Amount of Second Deposit into the Court's Registry

Total Amount That Should Be Deposited in the Registry	\$18,946,816.60
First Deposit (deposited on 5/2/2024)	-\$11,371,208.25
Amount of Second Deposit	\$7,575,608.35

Exhibit A-2

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

TQ DELTA, LLC., (CAUSE NO. 2:21-CV-310-JRG
)
Plaintiff, ()
)
vs. ()
)
COMMSCOPE HOLDING COMPANY, ()
INC., et al.,) MARSHALL, TEXAS
(MARCH 23, 2023
Defendants.) 8:30 A.M.

VOLUME 5

TRIAL ON THE MERITS

BEFORE THE HONORABLE RODNEY GILSTRAP
UNITED STATES CHIEF DISTRICT JUDGE

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1 always follow is something called a hypothetical negotiation.

2 And really what I'm doing is saying what if we put the
3 patent owner and the potential licensee, the accused
4 infringer, at a negotiating table back when right before
5 they're alleged to first be using the patents, and ask the
6 question, if people sat down at a table and acted reasonably
7 to negotiate a license back at that time, what would they come
8 up with. That's a way to figure out what a reasonable royalty
9 would be is to ask what would reasonable people have
10 negotiated for a license.

11 Q. Based on your experience and your understanding, is this
12 what the law allows and requires for determining a reasonable
13 royalty?

14 A. It certainly allows for it. There are cases where --
15 I've been in cases where a reasonable royalty is not relief
16 that the patent holder is seeking, they're seeking a different
17 kind of relief, and we don't use this reasonable royalty
18 methodology. But here that's what's being asked for.

19 Q. And when -- when does this hypothetical negotiation
20 occur?

21 A. So as I said, it's -- we're putting these parties at the
22 table back when the -- right before they would need a license.
23 And in this case the facts indicate that that would be in
24 November of 2008. The first of these seven patents issued in
25 November of 2008, and so that's what sort of triggers the need

1 for a negotiation.

2 Q. And if looking at November of 2008, what does that tell
3 us about the parties at the table negotiating?

4 A. So if we go back to November of 2008, these patents and
5 the patent applications that led to the patents that are being
6 asserted here were all owned by Aware. We've heard a lot
7 about Aware this week.

8 So Aware is sitting at the table as the patent owner
9 licensor. And back at that time, an entity that's now owned
10 by CommScope called 2Wire, or it's been sort of acquired by
11 CommScope, was at the time 2Wire. So I put CommScope as 2Wire
12 at the table back in November of 2008.

13 Q. And in conducting this hypothetical negotiation, is it
14 your understanding that there are assumptions that you should
15 make and the jury should make in doing so?

16 A. Yes. This -- we call this a hypothetical negotiation
17 because it didn't actually occur. And there's also some other
18 rules that I have to put on the negotiation, and a couple of
19 them I've listed here. One is that the parties are sitting
20 there assuming that the patents are valid and enforceable.
21 They're not haggling over whether the patent's valid. They're
22 also not haggling whether the patents are infringed. They're
23 just there to negotiate a license, and they're willing to
24 negotiate.

25 The one on the right there, the reasonable knowledge and

1 I HEREBY CERTIFY THAT THE FOREGOING IS A
2 CORRECT TRANSCRIPT FROM THE RECORD OF
3 PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

4 I FURTHER CERTIFY THAT THE TRANSCRIPT FEES
5 FORMAT COMPLY WITH THOSE PRESCRIBED BY THE
6 COURT AND THE JUDICIAL CONFERENCE OF THE
7 UNITED STATES.

8
9 S/Shawn McRoberts

03/23/2023

10 _____ DATE _____
11 SHAWN McROBERTS, RMR, CRR
FEDERAL OFFICIAL COURT REPORTER

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